ESSO FLEET NEWS

PUBLISHED BY THE MARINE DEPARTMENT, ESSO STANDARD OIL COMPANY

Vol. I, No. 12 **October 9, 1959**

"Gracie" Scrambles Ships' Schedules

Although hurricane Gracie's recent rampage across the coastwise shipping lanes caused no reported damage in the fleet, it resulted in delays to 13 ships that about equaled 1½ T2 voyages between the Gulf and North Atlantic. According to the Operating Division's chart of the storm, Gracie was plotted in the Bahamas on September 23 and moved slowly northwest for the next five days. Sweeping across the Gulf Stream on September 28-29, the storm struck the coast south of Charleston, S. C.

Eight of the ships that took "evasive action" to avoid Gracie were northbound and two of these, the *Esso Bangor* and *Esso Chester,* experienced delays both ways. The *Bangor,* bound from Baytown to New York, was delayed 12 hrs. enroute and then held in port by the storm after completing discharge at Bayway. The *Esso Chester,* arriving at Sewells Point from Baytown on September 26 after an 8-hr. slowdown, was also forced to postpone her departure. Both vessels spent their port time tank cleaning.

The *Esso Gettysburg* was held up longest of any ship, losing 34 hrs. on her trip from Baytown to New York. The *Esso Allentown,* which finished discharging at Jacksonville on September 28, remained in port 24 hrs. to await hurricane developments.

Other ships affected by Gracie were:

Ship	*Voyage*	*Delay*
Esso Annapolis	Baytown-Portland	18 hrs.
Esso Bethlehem	Providence-Baytown	19½ hrs.
Esso Havana	Baytown-New Haven	24 hrs.
Esso Huntington	Baton Rouge-New York	14 hrs.
Esso Lexington	Everett-Baytown	24 hrs.
Esso New Haven	New York-Tampa	15 hrs.
Esso New York	Baytown-Charleston	24 hrs.
Esso Suez	Baytown-Philadelphia	10 hrs.
Esso Zurich	Paulsboro-Baytown	13 hrs.

Fire at Charleston Destroys Storage Tank

An explosion shortly before 0500 on October 1 ignited an 84,000-bbl. gasoline storage tank at the Esso Standard bulk plant adjoining the Charleston Refinery. The fire was successfully contained in the one tank through the combined efforts of fire fighters from the Refinery, armed services and other facilities in the area. The last flames were extinguished at 1400 on October 3.

The *Esso New York,* which was discharging at the Refinery when the explosion occurred, was not endangered by the fire. She stopped pumping immediately, disconnected hoses and singled up the mooring lines and was ready to leave the dock by 0515. Undocking at 0712, the vessel subsequently left for Baytown with approximately 25,000 bbls. of cargo she had been unable to discharge.

The fire raged uncontrolled for several hours, threatening a second gasoline storage tank and two containing Diesel oil. On October 2 the flames burned a hole through the tank top, enabling firemen to pour foam directly on the blaze from a tower erected for that purpose.

Eight residents of the area were treated at the hospital for minor injuries and released. A ninth suffered a broken foot. No employees were injured.

Ten *Esso Chattanooga* Men Volunteer Blood for Shipmate

Ten men from the *Esso Chattanooga* went to the U. S. Public Health Service Hospital, Stapleton, S. I., on September 30 to donate blood for a former shipmate, Pumpman James C. Murdock. Mr. Murdock, ex *Esso Lexington,* had had a serious operation and was given several transfusions. The volunteers were:

A. J. Verwilt, Elect.
R. B. Petersen, Jr., Bos'n
B. J. Lawley, MM/2nd Pump.
F. H. Bost, Able Seaman
R. W. Smith, Able Seaman
J. A. Penha, Deck. Maint.
Leo Wernock, Jr., Deck Maint.
Armin Noe, Ordinary Seaman
John Huntley, Petty Officers' Messman
N. W. Bowman, Crew Messman

Cost of Additional Insurance Reduced

Employees' Additional Group Life Insurance premiums, which have been suspended since June 1 due to favorable claims experience, will resume October 1 at a reduced rate. The new cost is 50¢ per month for each $1,000 of insurance compared with 60¢ previously. The 60¢ rate for Basic Insurance coverage remains the same.

State Income Taxes Not To Be Withheld From Seamen's Wages

An item in Esso FLEET NEWS for May 20, 1959 stated that the Company would not withhold state income taxes from the wages of its seagoing personnel pending clarification of the law. That clarification was made on September 14 when President Eisenhower signed an amendment to the Act of March 4, 1915. The amendment states "That no part of the wages due or accruing to a Master, officer or any other seaman who is a member of the crew on a vessel engaged in the foreign, coastwise, intercoastal, interstate or noncontiguous trade shall be withheld pursuant to the provisions of the tax laws of any State, Territory, possession, or Commonwealth, or a subdivision of any of them".

Although the amendment prohibits an employer from withholding state income taxes from seamen, an officer or crew member who lives in a state having an income tax law must still file a return and pay the tax (where required) directly to the state government. New York, Massachusetts, Maryland, Delaware and Vermont have personal income taxes.

Personnel Relations Committee Reorganized

Until recently, the Assistant Manager of the Port of New York Office has been Chairman of the Personnel Relations Committee. With the reorganization of the downtown office of the Marine Department, the chairmanship of the Committee will alternate between the Port Captain and the Port Engineer. The Committee usually meets every week.

The Personnel Relations Committee was established in 1943 and since that time has handled a variety of problems affecting the Company's seagoing personnel. A little more than half of its agenda is taken up with "conduct" cases. Other problems reviewed include leaves of absence, transfers, changes in paid leave and complaints from creditors.

According to maritime law the Master of the ship has authority to discharge, fine or suspend any individual under his command. The individual so affected can appeal his case to legally constituted authority. He can also appear before the Personnel Relations Committee to clarify his status insofar as employment in the Company is concerned. In "conduct" cases, the Committee reviews the employment history of the individual and then hears his version of what happened.

The Personnel Relations Committee cannot take disciplinary action. It makes recommendations to the General Manager of the Marine Department and he approves or disapproves the recommendation in each case.

A review of the Committee's work over the past five years shows that 51% of the cases considered have involved "conduct". They were settled as follows:

	Percent of "Conduct" Cases	*Percent of All Cases*
Reprimands	80%	40%
Dismissals	11%	6%
Suspensions	8%	4%
Demotions	1%	1%
Total	100%	51%

Prior to the conflict of claims for exclusive representation of the unlicensed personnel by the ETMU-SIU, ESA and NMU, the Company permitted the union with which it had a labor contract to accompany any individual who appeared before the Personnel Relations Committee. In view of the present unsettled situation, this representation before the Committee was suspended for all cases arising after August 6, 1959 until the question of exclusive bargaining rights has been settled by the National Labor Relations Board.

Company Denies Unfair Labor Practice Charge by ETMU-SIU

As announced in the September 25 issue of the FLEET NEWS, the Company has been charged with unfair labor practices. Official notice of the charge was a letter from the National Labor Relations Board, dated September 18, stating that "an unfair labor practice charge has been filed against you by Esso Tanker Men's Union, Seafarers International Union of North America, AFL-CIO". The charge claims that the Company "organized, formed, dominated and interfered with Esso Seamen's Association and gave assistance and other support to it . . ." and also "refused to bargain in good faith with Esso Tanker Men's Union, the representative of its employees, as required by the 'Act' and engaged in unlawful activities and conduct to impair and destroy the representative status of the Esso Tanker Men's Union".

In replying to the NLRB letter, J. D. Rogers, General Manager of the Marine Department, said:

"The charge has been carefully reviewed and on behalf of this Company I want emphatically to deny its allegations and any violation of the National Labor Relations Act, as amended. We will welcome the

ESSO FLEET NEWS is published for the seagoing employees of Esso Standard Oil Company, Marine Department: J. D. Rogers, General Manager; James E. Stoveken, Assistant General Manager; Sydney Wire, Assistant General Manager.

W. E. Gardner, Editor; R. K. Bruce, R. M. Sheridan, Editorial Assistants.

Contributions and suggestions are invited and should be addressed to The Editor, ESSO FLEET NEWS, Room 934, 15 West 51st Street, New York 19, N. Y.

opportunity to meet with Mr. Goldberg (Arthur Goldberg, NLRB Examiner) and to cooperate fully in his investigation, and we hope the investigation can be completed promptly so that there will be no further delay in the conducting of a representation election."

Company Has .909 Batting Average On Unfair Labor Practice Charges

Esso Standard Oil Company has had 11 unfair labor practice charges made against it since the passage of the original labor law back in 1935. Only one charge was upheld by the National Labor Relations Board and this involved the unions in the New Jersey refineries. In that case, decided in 1943, the Oil Workers (CIO) charged that the Company was dominating the independent unions which grew out of the old representation plan which was started in 1918.

A search of the case records in the Office of the Second Region, National Labor Relations Board, revealed that on six occasions unfair labor practice charges were filed against Esso. All of these were either withdrawn by the complainants or dismissed by the Board. In August of 1957 a new office of the National Labor Relations Board was set up in Newark, New Jersey, and, until the present charges made by the ETMU-SIU, the New York office records show no other cases coming to its attention. The record of cases is available to any representatives of unions or companies at the Board's office on request.

The Newark office of the NLRB has had four cases filed with it, one by the Teamsters' Union, one by a local of the Oil Workers (CIO-AFL) and two by the Independent Petroleum Workers of Bayway. All of these cases have been either withdrawn or dismissed.

In a recent case involving the Baton Rouge Refinery, Management entered into a settlement agreement which was suggested by the NLRB. This agreement disposed of the unfair labor practice charges which had been filed by the Teamsters and which Management had denied. Management's reason for entering into the settlement agreement was to expedite the holding of a certification election.

As previously explained in the FLEET NEWS, the Regional Director can recommend to the National Labor Relations Board in Washington that a trial be held if he believes that the charges made warrant such a proceeding. It appears that the Board has only done this in one case involving Esso since the law was passed in 1935 and that involved the question of the independent unions at the Bayway, Bayonne and Eagle Works Refineries. After an investigation late in 1942 of charges made by the Oil Workers (CIO) that the then Standard Oil Company of New Jersey (later renamed Esso Standard Oil Company) was dominating the bargaining representatives of the employees in the Jersey plants, a formal hearing was held and the NLRB ultimately ordered the Company to post "cease and desist orders" and to withdraw all recognition of the three independent unions in those refineries. The Company disagreed with the findings and appealed the case to the courts. The U. S. Circuit Court of Appeals for the Second Circuit on November 1, 1943 upheld the findings of the Labor Board. The opinion in the case was written by Mr. Justice Learned Hand and contains many passages which are of interest now in view of the present charges made by the ETMU-SIU. For the benefit of the readers of the FLEET NEWS, several extracts from the legal proceedings are given which have some bearing on the present situation.

Mr. Justice Hand wrote:

"This comes before us on a motion by the Labor Board to enforce a 'cease and desist order', which directed the respondents not to 'dominate' or to 'recognize' three unions, each composed only of employees in one of three New Jersey plants, and 'completely to disestablish' them by withdrawing 'all recognition' from them.

"The chief issue is whether the three unions which succeeded an earlier Joint Conference Plan, dating from 1918, were in their origin, or later became, so far disassociated from the Plan (as we shall call it), as to represent the uninfluenced will of the employees of the three plants. The respondents concede that the Plan became unlawful with the passing of the National Labor Relations Act in 1935, but they insist that shortly after the Act was declared constitutional on April 12, 1937 there was so complete a break between the Plan and the new unions—which we shall speak of collectively as the Association—that the Board should have found the vote of an overwhelming majority of employees, who favored the Association, to have been free from any domination by the respondents, and to have set up such autonomous bargaining representatives as the Act demands.

"The findings, covering as they do some 72 printed pages in narrative form, are too long to state in detail; nor is it necessary that we shall do more than give their upshot. The situation was the not unusual one in which, before the Act went into effect, there was in existence a union of company employees, organized for collective bargaining, in which the employer took an active part, either by directly or indirectly subsidizing the union, or by presiding at joint meetings, or by expressing his preference for such a union as against affiliation with some more militant national union, or in some other way interfering in the free choice of his employees. That union having become unlawful, the employees then formed a new one, confined as before to those in the plant, but now organized without any financial support from the employer; after express disclaiming by him of any intention to influence the employees' choice of representatives; and at times, as in the case at bar, after an explicit declaration that he would recognize and deal with whomever they might select to represent them.

"In such cases the Board has always insisted that there must be such a break with the old union as to make certain that the new one was not formed in the hope of retaining the employer's past favor and that the employees have not eschewed affiliation with any national union because they feared his hostility. This rupture with the old union the Board has expressed by the word 'disestablishment', and we do not understand that it has any further significance. In the case at bar much of the discussion turned upon how far the Association was a 'continuation' of the Plan, which in turn was to be determined by ascertaining how far the employees supposed that it was only a 'modification' or 'revision' of it; rather than a brand-new organization. But that too is a conclusion only mediate to the crux of the matter, which remains whether the employees have been properly disabused of the earlier influences under which—in the case at bar—they had been bargaining for the preceding 19 years.

"The 'Association' was formed about a month after the Act was declared constitutional, at the initiative of those employees who had been employees' representatives under the Plan; and some of the employees' and employer's representatives expressed themselves as though they still regarded it as the Plan, revised to meet the necessities of the new law.

"On the other hand, the employer circulated a letter to all employees very shortly after the decision of the Supreme Court in which it declared that the National Labor Relations Act protected the 'rights of employees to bargain collectively . . . without domination, interference, coercion or restraint' and that nothing in the Act need 'cause the Company to change its long-established policy of not discriminating against any employee because of membership or nonmembership in any church, society, fraternity or union'. The letter concluded saying that the employer would bargain with any representative of a majority of the employees, although it would pay no expenses of elections or 'other like costs', and that, if the employees wished a collective bargaining agency, it must be developed and established by themselves'. The respondents never paid any of the Association expenses after it was organized, though they set up the 'check-off' and apparently extended some extremely trivial favors to it at rare intervals, which were not, however, too unimportant to count as 'substantial'.

"We need not say whether on this showing we should have come to the Board's conclusion that in November, 1941, four and a half years after the Association was formed and at a time when there can be no doubt that a very great majority of the employees still adhered to it, their adherence was a consequence of some carry-over of the respondents' earlier favor of the Plan, and its well known preference for it over an alliance with any national union. We understand the law to be that the decision of the Board upon that issue is for all practical purposes not open to us at all; certainly not after we have once decided that there was 'substantial' evidence that the 'disestablished' union was immediately preceded by a period during which there was a 'dominated' union.

"Theoretically there may be situations in which the cleavage between the old union and the new is such that a court could say that there was no 'substantial' evidence to support an order of 'disestablishment'. Labor relations are, after all, not like the exact sciences; they do concern occurrences which, if not within the range of ordinary experience, are not totally alien to it. But any such reserve is not very real; and certainly when the sequence is not broken by a substantial period, marked at the outset by an outright repudiation of whatever has gone before, we shall regard the matter as not open to review unless the Supreme Court advises us to the contrary."

The Company did not appeal the Circuit Court's decision but followed out the Board's orders and withdrew recognition from the Association. Shortly after, the employees at Bayway and Bayonne formed new unions and were later certified by the NLRB in the usual way. Both unions, The Standard Oil Refinery Union at Bayonne and the Independent Petroleum Workers at Bayway are still the certified bargaining agencies for the employees in those plants. The third plant involved in the 1941 case went out of operation after World War II.

Ralph M. Bragdon, Jr., Able Seaman

Bos'n John G. Soderlund displays two eye-catching sailing ship half-models which he completed during a recent assignment aboard the *Esso Gettysburg*. Mr. Soderlund whittles each piece—including the sails—from scrap wood and mounts them on a plywood board on which he has previously painted a background. He buys the frames ready made. The two ships Mr. Soderlund is holding are just "babies," with hulls about 6 in. long. His most ambitious undertaking among the "couple of dozen" he's made so far was a full-rigged four-master whose hull measures 12½ in. A few of Mr. Soderlund's finished models hang in his New York home, but he gives most of them away. He reports that one of them "stops traffic" at the restaurant his son manages in Connecticut.

Mr. Soderlund has been a Bos'n in the Esso fleet for over 11 years and has 21½ years' service with the Company.